

# General Conditions of Sale and Delivery

## 1. General

1.1 In these General Conditions of Sale and Delivery (the “Conditions”), the term “*Airolit*” means Airolit AB; “*Buyer*” means any person or entity purchasing a product from Airolit; “*Contract*” means any agreement to the effect that Buyer shall purchase products from Airolit; “*Product(s)*” means any hardware, (including firmware) and software (including any driver and API) sold or licensed by Airolit.

1.2 These Conditions shall govern any sale and delivery and any offer made by Airolit. Terms deviating from these Conditions shall not be valid unless Airolit has confirmed them expressly in writing.

1.3 A Contract is deemed concluded only after Airolit has confirmed the order in writing or upon carrying out the order. Unless Airolit has given its prior acceptance in writing, Products are not returnable (unless being faulty) nor may a Contract be cancelled. If the period of validity of an offer made by Airolit has not been explicitly set, its validity is limited to ten (10) days from the date of issue.

## 2. Price and payment

2.1 Prices for the Products will be set out in the offer or the price list valid on the day the Contract was concluded. Prices include packaging and package for the Products. Prices for the Products do not include any customs, duties, value-added tax, income tax or any other assessment levied by authorities in the Buyer’s country. Any such amounts levied, whether withheld at source or otherwise, will be added to the price for the Products and shall be paid by, or for the account of, the Buyer.

2.2 All deliveries are (unless otherwise agreed in writing) Ex Works Airolit’s premises Mölndal, Sweden (Incoterms 2020). Airolit shall be entitled to invoice upon delivery. Payment terms are thirty (30) days from the date of the invoice unless otherwise has been explicitly set in a quotation.

2.3 After a Contract has been concluded and up until delivery of the Products, Airolit may, at its sole discretion, cancel any credit granted to the Buyer and request pre-payment or any other appropriate security arrangements prior to delivering the Products.

2.4 Title to the Products shall remain with Airolit and shall not pass to the Buyer until payment in full has been received by Airolit. Even though the Products have been

delivered to the Buyer, Airolit may terminate a Contract, with immediate effect, and recover the Products should a default in payment occur.

### 3. Delivery

3.1 The Products will be delivered on the agreed delivery date. Should Airolit discover that the delivery date set out in a Contract cannot be met, Airolit shall immediately notify the Buyer in writing, stating the cause for the delay and its best estimate of when the delivery can be made. If a delay occurs due to any action or omission by the Buyer, the delivery date will be moved forward as considered reasonable in view of all circumstances at hand.

3.2 In case of a delayed delivery caused by Airolit, the following shall apply:

(i) Airolit may be susceptible to a liquidated fine of one (1) per cent of the price for the Products per completed two (2) weeks period of delay. The fine shall not exceed a total of five (5) per cent of the price for the Products. The fine shall only be based upon the price for the items actually delayed. Liquidated fines shall not apply should less than five (5) per cent of the items in an entire shipment be delayed.

(ii) If the delay in delivery is such that the Buyer is entitled to maximum fines and if the Products still not delivered, the Buyer may in writing demand delivery within a final reasonable period, which shall not be less than two (2) weeks. If Airolit does not deliver within such final period, the Buyer shall be entitled to terminate the Contract for such part of the delivery as has still not been delivered. Where Airolit is in delay and such delay is prolonged due to circumstances caused by the Buyer, liquidated fines shall not be imposed upon Airolit for the period of additional delay caused by the Buyer.

3.3 The remedies for late delivery set out herein shall be the full and exclusive remedy available to the Buyer. All other claims against Airolit based on any delay in delivery shall be excluded.

### 4. Liability for faulty Products etc

4.1 The operator is always responsible for flights and to handle all risks that may occur during use of Airolit's products. See 4.3 for info regarding insurance. In case of delivery of faulty Products, Airolit undertakes, during a period of twelve (12) months from delivery of the Products, to (at Airolit's option) repair or replace any Product found to be faulty. If Products are faulty, Buyer shall promptly notify Seller in writing within the warranty period. However, should software included in the Products not be feasible to repair or replace Airolit may, at its sole option, decide that the Products shall be

returned – instead of being repaired or replaced – and the price for the Products will be refunded. Any repair or replacement shall be made at Airolit's option and cost and with reasonable expedience. All Products returned or rejected shall be accompanied by a report issued by the Buyer, stating the reason for the return and/or rejection. This liability does not cover faults caused by the Buyer's or a third party's incorrect handling of the Product or improper storage. All and any modifications, changes or add-ons made to a Product without explicit prior consent by Airolit will void the warranty for that Product. Any items not manufactured by Airolit shall carry only the warranty that the original manufacturers provide, and Airolit gives no warranty on behalf of the manufacturers of such items.

4.2 The remedies for delivery of faulty Products set out herein shall be the full and exclusive remedy available to the Buyer. All other claims against Airolit based on delivery of faulty Products shall be excluded.

4.3 It is required by law to hold a UAV liability insurance when operating the Product(s). The Buyer is responsible to subscribe for such liability insurance. Airolit does not take responsibility for any, personal, material or immaterial damages caused by the operating of the Product(s) (including to/from a 3<sup>rd</sup> party) and Buyer will indemnify and hold Airolit harmless from any claims (including claims under mandatory product liability), whether the Product(s) have been operated by Buyer or a 3<sup>rd</sup> party.

4.4 Liability for faulty products is only valid when products have been used in accordance with all instructions, manuals, local laws and regulations and/or other instructions shared with the customer.

4.5 UAV Navigation products and services are considered 'Dual Use Technology' by the Swedish and EU authorities. An export license is required for supply outside the EU. Buyer is responsible for compliance with all applicable trade control laws and regulations. Buyer shall not transship, re-export, divert or direct Products other than in and to the ultimate country of destination specified on Buyer's order or declared as the country of ultimate destination on Seller's invoice, except as permitted by applicable laws and regulations. Buyer shall timely obtain, maintain and follow any required authorization, such as an export license, import license, foreign exchange permit, work permit or any other governmental authorization.

## 5. Other terms and conditions

5.1 All intellectual property rights in the Products are and shall remain the exclusive property of Airolit or its licensors, as applicable. In case any software should form an integral part of a Product or otherwise be included in deliveries from Airolit, such

software shall always be deemed to be provided to the Buyer pursuant to a non-exclusive license agreement, for the sole purpose of enabling the Products to perform in accordance with its specifications.

5.2 In no event shall Airolit or the Buyer be liable for indirect or consequential damages. Airolit has no liability for the result of Buyer's use of Products in conjunction with hardware and software not provided by Airolit. If Buyer is supplying Airolit's Products to a third party, Buyer shall require the third party to agree to be bound by these general conditions. If Buyer does not obtain this agreement for Airolit's benefit, Buyer shall indemnify, defend and hold Airolit harmless from and against any and all claims made by the third party in excess of the limitations and exclusions of these general conditions.

5.3 Certain Products shall be used together with software and hardware not provided by Airolit. Airolit's information concerning such Products' capability, capacity and performance shall not constitute a commitment or guarantee of any kind when such results are dependant upon software and hardware not provided by Airolit.

5.4 Circumstances that may be designated as force majeure shall be considered as grounds for relief from a Contract, provided that the circumstance at hand could not have been foreseen when the Contract was made, that it was not caused by the party seeking relief and that it impedes the performance of a party according to the Contract and fulfilment of the performance in question therefore would be unreasonably onerous.

5.5 Any Contract (and these general conditions) shall be governed and construed by Swedish substantive law. Any dispute, controversy or claim in connection with a Contract shall be finally settled by arbitration, in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration tribunal shall be composed of one (1) arbitrator. The venue for arbitration shall be Gothenburg, Sweden. The language to be used in the arbitral proceedings shall be English, unless both parties are registered in Sweden.